

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8	
2. Amendment/Modification No.  P00008		3. Effective Date  2001MAY07		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-LC-CHBB CONNIE SICA (810)574-7566 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SICAC@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCM STEWART & STEVENSON SEALY P.O. BOX 457 SEALY, TX 77474-0457		Code S4807A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  STEWART AND STEVENSON TACTICAL VEHICLE SYSTEMS, LP 5000 INTERSTATE 10 W SEALY, TX 77474  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  DAAE07-00-C-S069	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2000SEP05	
Code 0FW39		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) GREGORY DIXON DIXONG@TACOM.ARMY.MIL (810)574-5825	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 8
	PIIN/SIIN DAAE07-00-C-S069MOD/AMD P00008	
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL		

SECTION A - SUPPLEMENTAL INFORMATION  
MODIFICATION:

P00008

PURPOSE OF MODIFICATION:

To decrease the quantity of vehicles fielded at Ft. Bragg by (28) each from 2,725 to 2,697 each and replace them with 21 each vehicles fielded at Ft. Myer and 7 each vehicles fielded at Ft. Eustis. These vehicles will be retrofitted at Ft. Bragg and this replacement will be at no additionalcost to the Government. In addition, the scope of work for the cosmetic corrosion repair effort at Ft. Bragg and Ft. Campbell is incorporated and the invoicing method is included in the narrative for the corresponding CLINs 0005AA and 0006AA.

PRIOR CONTRACT AMOUNT:

\$14,590,774.45

AMOUNT OF THIS ACTION:

\$ 0.00

CURRENT CONTRACT AMOUNT:

\$14,590,774.45

1. This bilateral action, Modification P00008, is issued to incorporate the decrease in quantity of vehicles fielded at Ft. Bragg by (28) each from 2,725 to 2,697 and replace them with 21 each vehicles fielded at Ft. Myer and 7 each vehicles fielded at Ft. Eustis. The total number of 28 vehicles received from Ft. Myer and Ft. Eustis will be retrofitted at the off-site facility used in the Ft. Bragg retrofit effort. This replacement will be at no additional charge to the Government. The scope of the cosmetic corrosion repair effort funded under CLIN 0005AA for the vehicles at Ft. Campbell and CLIN 0006AA for the vehicles at Ft. Bragg is hereby incorporated. In addition, the narrative in CLINs 0005AA and 0006AA are revised to add the invoice method for the cosmetic corrosion efforts.

2. As a result of this Modification, the contract is revised as follows:

a. Section B is hereby revised to add to the existing narratives language describing the invoicing method of the cosmetic corrosion repair effort at Ft. Campbell and Ft. Bragg on CLINs 0005AA and 0006AA, respectively.

b. Section B narratives are revised as follows:

Revision to 0005AA	From:	"Cosmetic corrosion repair of 831 trucks at Ft. Campbell."
	To:	"Cosmetic corrosion repair of 831 trucks at Ft. Campbell. The contractor will invoice the full amount of this CLIN in July 2001."

Revision to 0006AA	From:	"Cosmetic corrosion repair of 2,150 trucks at Ft. Bragg."
	To:	"Cosmetic corrosion repair of 2,150 trucks at Ft. Bragg. The contractor may invoice this in thirds. The contractor may invoice 1/3 of the total CLIN value on the date of this modification execution, 1/3 in September 2001 and the final third in March 2002."

c. Section C is hereby revised to reflect the reduction in the quantities of vehicles that have been fielded at Ft. Bragg and designated to be retrofitted at such for a total reduction of (28) each vehicles. The vehicles which will replace these 28 each are 21 vehicles from Ft. Myer and 7 each vehicles from Ft. Eustis, now added to the HAC A0 retrofit effort accomplished at the Ft. Bragg facility. Section C.3.2. is hereby added to incorporate the scope for the cosmetic corrosion repair effort at Ft. Campbell and Ft. Bragg.

d. Section C narrative is revised as follows:

C.1.1. is revised: \_\_

From: "C.1.1. To acquire FMTV vehicle components and installation labor and facilities to support the House Appropriations Committee (HAC) A0 Upgrade changes to 4,173 FMTV A0 vehicles which have been fielded at Ft. Bragg, NC and Ft. Campbell, KY, under the

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 8
	PIIN/SIIN DAAE07-00-C-S069	MOD/AMD P00008	
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL			

initial production contract (DAAE07-92-C-R001) with Tactical Vehicle Systems, LP."

To: "C.1.1. To acquire FMTV vehicle components and installation labor and facilities to support the House Appropriations Committee (HAC) A0 Upgrade changes to 4,173 FMTV A0 vehicles which have been fielded at Ft. Bragg, NC Ft. Campbell, KY, Ft. Myer and Ft. Eustis under the initial production contract (DAAE07-92-C-R001) with Tactical Vehicle Systems, LP."

C.2.3. is revised:

From: "C.2.3. The basic contract award will cover the retrofit of 2,725 A0 vehicles at Ft. Bragg and 1,448 vehicles at Ft. Campbell. The quantities and model identification of the vehicles are:

	Ft. Bragg	Ft Campbell
M1078 LMTV Cargo	797	629
M1079 LMTV Van	30	22
M1081 Cargo/LVAD	701	44
M1083 MTV Cargo	403	329
M1084 Cargo w/MHE	94	43
M1085 Cargo LWB	24	12
M1086 Cargo, LWB/MHE	6	26
M1088 Tractor	269	268
M1089 Wrecker	106	41
M1090 Dump	21	--
M1093 Cargo LVAD	183	4
M1094 Dump LVAD	91	30
Total	2725	1448"

To: "C.2.3. The basic contract award will cover the retrofit of 2,725 A0 vehicles at Ft. Bragg and 1,448 vehicles at Ft. Campbell. The quantities and model identification of the vehicles are:

	Ft. Bragg	Ft Campbell	Ft. Myer*	Ft. Eustis*
M1078 LMTV Cargo	778	629	19	
M1079 LMTV Van	30	22		
M1081 Cargo/LVAD	701	44		
M1083 MTV Cargo	402	329	1	
M1084 Cargo w/MHE	94	43		
M1085 Cargo LWB	24	12		
M1086 Cargo, LWB/MHE	3	26		3
M1088 Tractor	265	268		4
M1089 Wrecker	105	41	1	
M1090 Dump	21	--		
M1093 Cargo LVAD	183	4		
M1094 Dump LVAD	91	30		
Total	2697	1448	21	7

\*Shipped to Ft. Bragg for retrofit completion"

C.3.2. is added:

"C.3.2. Scope for Cosmetic Corrosion Effort--The contractor shall repair minor cosmetic corrosion on vehicles during the HAC A0 upgrade at Ft. Campbell and Ft. Bragg. Body work to remove user induced dents and creases will not be accomplished. Guidelines for this repair are: 1) Identification of corrosion repair will be from a distance of at least 5 feet away. 2) Minor cosmetic corrosion work will be accomplished on exterior surfaces of the cab. 3) Repair unsightly corrosion, off color paint or bare (exposed) primer on other areas of the truck. 4) Most likely areas requiring minor corrosion repair are located in the rear quarter panel, roof panel and side panels of the cab."

3. As a result of this Modification P00008, the total contract amount is unchanged. Except as specifically stated herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-C-S069 <b>MOD/AMD</b> P00008	<b>Page</b> 4 <b>of</b> 8
<b>Name of Offeror or Contractor:</b> STEWART AND STEVENSON TACTICAL		

\*\*\* END OF NARRATIVE A 008 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S069 MOD/AMD P00008	Page 5 of 8
--------------------	--	-------------

Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FMTV FT. CAMPBELL CORROSION</u></p> <p>NOUN: FMTV FT CAMPBELL CORROSION  SECURITY CLASS: Unclassified  PRON: J015R945J0 PRON AMD: 01 ACRN: AB  AMS CD: 511068  Cosmetic corrosion repair of 831 trucks at Ft. Campbell. The contractor will invoice the full amount of this CLIN in July 2001.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Certificate of Conformance  ACCEPTANCE: Origin</p>				\$ 48,446.00
0006AA	<p><u>FMTV FT. BRAGG CORROSION</u></p> <p>NOUN: FMTV FT BRAGG CORROSION  SECURITY CLASS: Unclassified  PRON: J005R955J0 PRON AMD: 01 ACRN: AC  AMS CD: 511068  Cosmetic corrosion repair of 2,150 trucks at Ft. Bragg. The contractor may invoice this amount in thirds. The contractor may invoice 1/3 of the total CLIN value on the date of this modification execution, 1/3 in September 2001, and the final third in March 2002.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ 125,294.00

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 8
	PIIN/SIIN DAAE07-00-C-S069	MOD/AMD P00008	
Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL			

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK  
For the Family of Medium Tactical Vehicles (FMTV)  
A0 Field Upgrade

C.1. Purpose

C.1.1. To acquire FMTV vehicle components and installation labor and facilities to support the House Appropriations Committee (HAC) A0 Upgrade changes to 4,173 FMTV A0 vehicles which have been fielded at Ft. Bragg, NC Ft. Campbell, KY, Ft. Myer and Ft. Eustis under the initial production contract (DAAE07-92-C-R001) with Tactical Vehicle Systems, LP.

C.2. Scope

C.2.1. The Contractor shall provide all labor, facilities and material necessary to retrofit FMTV A0 vehicles with the following vehicle upgrades and in accordance with the contractor's proposal 00-CON-065R4, dated August 24, 2000 and Attachment 2 and 3:

1.	Caging Bolts	ECP 6819
2.	Fuse Panel Diagram	ECP 6813
3.	Air Tank Valve Guard	Dev 510
4.	Brake Pedal	Dev 505
5.	Cab Lift Cylinder Guard	Dev 503
6.	Modified Cab Door	Dev 508, 612, 621
7.	New Cab Door	Dev 622, 623, 627
8.	Tail Light Carrier	Dev 511, 509
9.	Cargo Bed Tailgate Alignment	Dev 504
10.	Cab Lift Cylinder Kit	ECP6549R1,Dev756
11.	Transmission Harness	300174,100268(Trucks #1-1477)
		Ft. Bragg - 762
		Ft. Campbell - 392
12.	Battery Cable Rotation	B1821AH037C200N & MS51969-3
13.	Seats,Seat Covers	PM6619,PM6620,WM1058, WM1059
14.	Heater Wire Tie Wrap/Sealant	360849/417234
15.	Heater Cage/Guard	12421721
16.	Tail Light Carrier Bracket	
17.	Flywheel Housing Vent	TACU 3064

C.2.2. All parts will be received at the contractor's facility prior to being shipped to the bases.

C.2.3. The basic contract award will cover the retrofit of 2,725 A0 vehicles at Ft. Bragg and 1,448 vehicles at Ft. Campbell. The quantities and model identification of the vehicles are:

	Ft. Bragg	Ft Campbell	Ft. Myer*	Ft. Eustis*
M1078 LMTV Cargo	778	629	19	
M1079 LMTV Van	30	22		
M1081 Cargo/LVAD	701	44		
M1083 MTV Cargo	402	329	1	
M1084 Cargo w/MHE	94	43		
M1085 Cargo LWB	24	12		
M1086 Cargo, LWB/MHE	3	26		3
M1088 Tractor	265	268		4
M1089 Wrecker	105	41	1	
M1090 Dump	21	--		
M1093 Cargo LVAD	183	4		
M1094 Dump LVAD	91	30		
Total	2697	1448	21	7

\*Shipped to Ft. Bragg for retrofit completion

C.3. Responsibilities

C.3.1. The contractor for this program shall manage all local contracted labor. The contractor is responsible for the management,

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-00-C-S069      <b>MOD/AMD</b> P00008</p>	<p align="center"><b>Page</b> 7 <b>of</b> 8</p>
---	---	---

**Name of Offeror or Contractor:** STEWART AND STEVENSON TACTICAL

administration, material and labor support for this entire effort, including all special tools. The contractor may choose to retain a sub-contractor to provide labor services for this program. All personnel involved in the work effort will have met the necessary security requirements by the Government in order to have access to and work on military equipment. This includes having the proper licenses to drive military vehicles.

(a) The contractor shall maintain designated holding facilities in an acceptable state of cleanliness in accordance with unit's local installation safety, Hazardous Material (HAZMAT) and fire requirements.

(b) The contractor shall protect Government and contractor property under the control/custody of contractor in accordance with sound industry practices and Government procedures. The contractor is responsible for transporting vehicles to and from the retrofit site and securing all vehicles during the work effort in accordance with (IAW) AR 190-51, para. 3-5 (steering wheel will be secured by the use of lock and chain; unit will provide steering wheel lock and key).

(c) The contractor shall ensure proper care and use of owning unit property.

(d) The contractor shall return all vehicles to the owning unit in the same condition as received, except as modified by this work effort.

(e) The contractor shall provide a safe storage area for combustible/flammable, disposable POL materials and HAZMAT in the immediate work area. Contractor is responsible for cleaning spills of any HAZMAT.

(f) The contractor is to recover any vehicle which breaks down or becomes otherwise disabled while in transit between the holding lot and the retrofit work area for Ft. Bragg only.

(g) The contractor is responsible for the condition of the facility or portion of facility used during the work effort. If any damage occurs to the facility during the work effort, the contractor will repair the facility before the end of the work effort.

(h) All parts removed in this effort are considered scrap and will be disposed of as scrap. The Government gives up title to this material. The contractor will arrange for disposal of all scrap materials resulting from vehicle upgrade.

(i) The contractor shall make necessary arrangements for installation of utility service (electric,water, natural gas, & telephone at both retrofit locations.

C.3.2. Scope for Cosmetic Corrosion Effort--The contractor shall repair minor cosmetic corrosion on vehicles during the HAC A0 upgrade at Ft. Campbell and Ft. Bragg. Body work to remove user induced dents and creases will not be accomplished. Guidelines for this repair are: 1) Identification of corrosion repair will be from a distance of at least 5 feet away. 2) Minor cosmetic corrosion work will be accomplished on exterior surfaces of the cab. 3) Repair unsightly corrosion, off color paint or bare (exposed) primer on other areas of the truck. 4) Most likely areas requiring minor corrosion repair are located in the rear quarter panel, roof panel and side panels of the cab.

C.4. Procedures for Accomplishing the Retrofit Effort

C.4.1. The retrofit effort at Ft. Bragg and Ft. Campbell will be accomplished at an off-site facility. The contractor is responsible to arrange for lease of the facility. The contractor will make all arrangements for purchase and installation of the tent. To initiate this effort three days worth of vehicles (24) should be available on the first day of full operation. In addition, the government will make available aproximately 14 vehicles per site during the train up period (2 weeks before project start date of Oct 00) for the contractor work force.

C.4.2. The retrofit schedule (C.9.1. and F.1.)is based on a 5-day (Monday through Friday), 40-hour work week, with the exception of Federal Holidays. The contractor Site Administrator coordinates with the unit and installation points of contact to ensure a sufficient quantity of vehicles are available during training holidays and other occasions units are not working. The Government will provide necessary clearance at Ft.Bragg and Ft.Campbell for the contractor to perform the retrofit of the vehicles.

C.4.3. The contractor and government representatives shall conduct joint inspections, to note the physical condition of the vehicles before the work is started. All damages are recorded on DA Form 2404 or ULLS-G equivalent prepared by the unit. Non-operational vehicles will not be accepted until the condition for non-operation is corrected or the vehicle is transported to & from the retrofit facility by the Government. If any damage occurs due to workmanship or accident, the contractor will repair the vehicle before it is returned to the unit.

C.4.4. The contractor will perform the upgrade according to the work instructions, as performed on the A1 vehicle as applicable, limiting disassembly to the extent necessary to accomplish the work.

C.4.5. After the HAC A0 hardware is installed, each vehicle receives a final inspection by the contractor. A Dimensions International (DI) representative conducts QA surveillance and inspection for the Government. Upon completion of work, the contractor Site Administrator notifies the owning unit to pick-up their vehicle(s) from the vehicle drop-off and pick-up point. A joint inspection

Name of Offeror or Contractor: STEWART AND STEVENSON TACTICAL

between the contractor and the unit representative is performed before signing for the vehicle. The contractor annotates and dates the vehicle inspection record DA Form 2408-9 with "HAC A0 Hardware Installed".

C.4.6. If the unit identifies defects associated with HAC A0 Hardware upgrade material or workmanship within ninety (90) days of acceptance, the contractor will correct the defects at no additional cost to the Government.

C.4.7. Documentation.

(a) The contractor takes the action to fill out the inspection checklist, Attachment 1, prior to returning the vehicle to the owning unit.

(b) Inspection checklists, Attachment 1, will be filled out by the contractor, verified and signed by the Government inspectors and provided for Army tracking purposes.

C.5. Travel

C.5.1. The Contractor will provide personnel and all necessary travel arrangements for personnel to accomplish the retrofit of vehicles at the fielding sites and complete the effort in accordance with the program schedule.

C.6. Payment

C.6.1. The contractor shall submit per vehicle the HAC A0 Hardware Installation Sign-Off Sheet/Certificate of Conformance, Attachment 1 for payment of the installation labor, along with a summary DD250.

C.7. Period of Performance

C.7.1. The planned program period of performance is October 00 through March 02. The Ft. Bragg effort is October 00 through March 02 and Ft. Campbell is October 00 through Aug 01.

Location	Qty	2000			2001							
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Ft Bragg	2725	5	160	160	160	160	160	160	160	160	160	
Ft Campbell	1448	8	160	160	160	80	160	160	160	160	160	80

Ft Bragg	Qty	2001					2002		
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Ft Bragg		160	160	160	160	160	160	160	160

\*\*\* END OF NARRATIVE C 001 \*\*\*